

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	21-07-2025 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	21-07-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Corporate Affairs
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	Serious Fraud Investigation Office (sfio)
कार्यालय का नाम / Office Name	Cgo Complex Lodi Road
वस्तु श्रेणी / Item Category	Manpower Hiring for Financial Services - Onsite; Chartered Accountant
अनुबंध अवधि / Contract Period	6 Month(s) 4 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	1

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

Director SFIO  
CGO Complex Lodi Road, NA, Serious Fraud Investigation Office (SFIO), Ministry of Corporate Affairs

(Director Sfio)

### विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**The Bidder must have successfully executed at least XX projects of any value in past 3 years of providing similar services to Central/State Government, PSUs or any other government organizations:5**

**The Bidder must have successfully executed at least YY projects of any value in past 3 years of providing similar services for at least ZZ different clients(Central/State Government, PSUs or any other government):5**

**Service provider must have a dedicated team of required manpower of XX for the project5**

**Scope of Work:**[1752056462.pdf](#)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
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as per ToR	100	70	<a href="#">View File</a>
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**Total Minimum Qualifying Marks for Technical Score: 70**

**QCBS Weightage(Technical:Financial):70:30**

**Presentation Venue:**Serious Fraud Investigation Office 6th Floor, Fountain Telecom Building No 1 MG Road Fort near Central Telegram Office, Fort, Mumbai- 400 001

## **Manpower Hiring For Financial Services - Onsite; Chartered Accountant ( 5 )**

### **तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Deployment Location	Onsite
Type of Professional/Resources required	Chartered Accountant
Certifications of Professional/Resources required	As per RFP
Qualification of Professional/Resources required	CA
Total Experience of Professionals / Resources (In years)	0 - 3 Years
<b>एडऑन /Addon(s)</b>	

### **अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

### **प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of manpower deployed	अतिरिक्त आवश्यकता /Additional Requirement
1	Mehar Alam	400001,SFIO, 7th Floor, MTNL Building, Fort Mumbai, Maharashtra, 400001	5	<ul style="list-style-type: none"> <li>Number of Months : 6</li> </ul>

### **क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**

#### **1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### **2. Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the

state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Only CA Firms empaneled, with Serious Fraud Investigation Office are eligible to bid.  
Scope of work is as per uploaded Terms of Reference.

6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

9. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

10. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

SFIO RO Mumbai 6th Floor MG Road Fort Mumbai 400001  
SFIO RO Mumbai 6th Floor MG Road Fort Mumbai 400001  
SFIO RO Mumbai 6th Floor MG Road Fort Mumbai 400001  
SFIO RO Mumbai 6th Floor MG Road Fort Mumbai 400001  
SFIO RO Mumbai 6th Floor MG Road Fort Mumbai 400001

**अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने

व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

## **(A) Terms of Reference**

### **1. Scope of Work**

- a) Year wise analysis of financial statements, books of accounts, other documents filed with MCA and any other records connected to the CUIs including digital data and identification of any anomalies/red flags/misrepresentations/fraudulent/abusive or illegal transactions.
- b) Analysis of the documents filed for the incorporation of the Companies and opening of the bank statements and roles of the professionals therein.
- c) Analyzing bank statements and ascertain the fund trail and end use of the funds collected from public deposit. Locate suspicious & ambiguous Transactions, counter party transactions etc in Bank Statements.
- d) Analysis of utilization of public deposits – Identify the Transactions which was related to utilizations of Public Deposits and also unauthorized utilization of Public Deposits Fund.
- e) Scrutiny of Joint Accounts/Personal accounts of promoters in order to ascertain the diversion of funds which might be ambiguous or bogus Transactions included.
- f) Review and analyse bank statements and bank book of CUIs to identify major inflow and outflow from / to parties and identify suspicious transactions.
- g) Examination of Mis-statement in the financial statement and books of accounts and find out bogus entries in financial statement
- h) Examination of the Investment, Loans & advances, unsecured loans by the CUI(s) - Siphoning off the funds including Transactions with Group or other companies, Relatives of Promoters, Directors & employees.
- i) Identification of placement of funds, layering of funds & integration of funds & its Trail.
- j) Identification of the Significant beneficial owners behind loans and investments and to examine the indirect shareholding/control in related companies.
- k) Identification of the dummy directors, shell companies and involvement of the professionals
- l) Examination of the role of auditors and their involvement
- m) investigate any other contraventions, violations, non-compliances under the Companies Act and other laws



- n) Detailed analysis and identification of any other abusive Indian/foreign transactions and collection of reports/data thereof.
- o) analysis of any other details/database in connection with investigation by the CUI(s).
- p) analysis of Annual report , IT Returns, Excise/VAT/Service tax/GST/Tax Audit Report & other statutory returns etc.
- q) Any other work assigned in the investigation related matter time to time.
- r) Providing assistance in preparation of the final report as per Section 212 of companies Act, 2013.

## 2. Project duration, Case Details & Team Composition

Normally, the overall project duration would be 06 months which is further extendable, if required. The case involves 14 Companies Under Investigation (CUI). Applicant CA firm shall deploy proposed team leader and minimum 4 more team members (may increase further as per requirement during forensic analysis) having the expertise as per the scope of work at office of SFIO Mumbai, as per the requirement of the investigation team, for close coordination with the investigation team and facilitate day to day interaction. Decision in this regard will be taken by the investigation team at its sole discretion. Once communicated, it will be binding of the selected CA firm. Besides the CA team members, the firm may also include sufficient number of support staff to support the CA team members, with the consent of Investigation Unit.

## 3. Deliverables, Timelines and Payment Milestones

S. No.	Deliverables	Timeline	Payment Milestones (% of)
1	Points a and b above	T + 1 months	15%
2	Points c to e above	T + 2 months	15%
3	Points f to h above	T + 3 months	15%
4	Points i to l above	T + 4 months	15%
5	Points m to p above	T + 4 months	15%
5	Points q and r above	T + 6 months	25%
<b>TOTAL</b>			<b>100%</b>

**Note:** T is date of commencement of work.

4. Applicant CA firm may have to deploy proposed team leader and team having the expertise in banking data analysis as well as financial at the office of SFIO for close coordination with the investigation team and facilitate day to day interaction. Decision in this regard will be taken by the investigation team at its sole discretion. Once communicated, it will be binding of the selected CA firm.

5. The CA firm, engaged in a matter, will be furnishing its report/observations to Inspectors of SFIO, on matters assigned to it, as per the 'Scope of Work', which is in the nature of work of expertise. The report/observations of the CA firm can be tendered by SFIO as evidence in the Court. If required by SFIO or by the Courts/Tribunals, the partners and officials of the CA firm will be required to tender their evidence before the Court of law.

### **(B) Additional Terms and Conditions**

1. SFIO does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this bid document and it is not possible for SFIO to consider particular needs of each party who reads or uses this document. Bid includes statements which reflect various assumptions and assessments arrived at by SFIO in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. Each prospective bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this bid and obtain independent advice from appropriate sources.
2. SFIO will not have any liability to any prospective bidder or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this bid document, any matter deemed to form part of this bid document, the award of the Assignment, the information and any other information supplied by or on behalf of SFIO or their employees, any Consulting Agency or otherwise arising in any way from the selection process through GeM. SFIO will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon any statements in this bid.
3. SFIO reserves the right to withhold or withdraw the process of engagement of CA firm, at any stage.
4. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SFIO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. SFIO reserves the right to change/ modify/ amend any or all provisions of this bid document.
6. The CA Firm shall carry out the assignment in accordance with the Terms of Reference prescribed in this bid document.
7. SFIO requires that the bidder hold SFIO's interests 'paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of SFIO and the Project.
8. It is the SFIO's policy to require that the bidders observe the highest standard of ethics during the Selection Process through GeM and execution of work/assignment. In pursuance of this policy, the SFIO:
  - i. will reject the bidder for if it determines that the bidder has engaged in corrupt or fraudulent activities in competing the work order in question;

- ii. will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
9. **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Bid, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Director SFIO, whose decision shall be final.

10. **Non-disclosure Agreement:**

- i. The selected CA Firm will be required to sign a Non-Disclosure Agreement (NDA), as per Form 4 F, with SFIO within 5 working days of being awarded the contract.
- ii. The selected bidder must understand and agree that all materials and information marked and identified by SFIO as 'Confidential' are valuable assets of SFIO and are to be considered SFIO's proprietary information and property. The selected bidder will treat all confidential materials and information provided by SFIO with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. The selected bidder will not use or disclose any materials or information provided by SFIO without SFIO's prior written approval.
- iii. The selected bidder may disclose confidential information in the following circumstances:
  - a. With the prior written consent of SFIO;
  - b. To a member of selected bidder's team ("Authorized person") if the authorized person needs the confidential information for performance of obligations under the TOR; and the Authorized Person is aware of the confidentiality of such information. Ensuring confidentiality by team members will be the responsibility of the CA firm; and
  - c. To Government or statutory body for audit or any other purpose as directed by SFIO.
- iv. In the event the selected bidder is required by judicial or administrative process, to disclose any information or material which is deemed to be confidential under the contract, the selected bidder shall promptly notify SFIO, and if SFIO deems fit, co-operate with SFIO to challenge such process before making disclosure.
- v. The selected bidder shall be liable to fully recompense SFIO for any loss of revenue arising from breach of confidentiality. SFIO reserves the right to adopt legal proceedings, civil or criminal, against the selected bidder in relation to a dispute arising out of breach of obligation by selected bidder under this Clause.
- vi. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

11. **Termination of Contract:** SFIO will have the right to terminate the GeM Contract by giving 30 (thirty) days written notice. In the event of termination for no fault of selected

CA Firm, the SFIO will reimburse all the expenses incurred by the selected CA Firm (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant, the SFIO will forfeit the performance security of the Applicant.

## 12. Acknowledgement by Bidder:-

- i. It shall be deemed that by submitting the bid, the bidder has:
  - a) made a complete and careful examination of the bid document;
  - b) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed bid and performance of all of its obligations there under;
  - c) acknowledged that it does not have a Conflict of Interest; and
  - d) agreed to be bound by the undertaking provided by it under and in term hereof.
- ii. The SFIO shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to bid or the Selection Process through GeM, including any error or mistake therein or in any information or data given by the SFIO.

## 13. Minimum Eligibility Criteria: -

The SFIO will undertake evaluation in accordance with following Minimum Eligibility Criteria:-

**Table-1**

#	Parameter	Minimum Eligibility Criteria
1	Experience of CA Firm in Similar completed Projects for Govt./ PSU Banks	<b>05 Projects</b>
2	Qualification of Proposed Team Leader	<b>CA</b>
3	Experience of Proposed Team Leader in Similar completed Projects for Govt./ PSU Banks	<b>03</b>
4	Qualification of Proposed Team Member(s)	<b>CA</b>
5	Experience of Proposed Team Member(s) in Similar completed Projects for Govt./ PSU Banks	<b>02</b>

Applicants not fulfilling any of the ingredient of minimum eligibility criteria, will not be considered for further technical and financial evaluation.

## 14. Self-Certified Documentary Evidence to be submitted in support of Eligibility:-

To demonstrate eligibility as well as other aspects to be scored against in the Technical Criteria related to experience, the bidder needs to submit copy of Contract / Work Orders along with completion certificate indicating the details of previous assignment completed, SFIO, value of assignment / assignment in process date and year of award. The authorized signatory of the CA firm shall self-certify if the firm has done assignments based on Non-

Disclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain the relevance.

#### 15. Technical Bid Evaluation:-

The Evaluation committee will carry out the technical evaluation of proposals, fulfilling the minimum eligibility criteria, on the basis of the following evaluation criteria and weightage. Each evaluated proposal will be awarded a score vis-à-vis each technical parameter as detailed in **Table- 2**:

**Table-2**

S. No.	Parameters (Indicative; may be fine-tuned as per requirement)	Max. Marks	Sub-parameter and Marks	
1	<b>Experience of CA Firm</b> Total number of completed assignments during eight (8) financial years in similar assignments for Govt./ PSU Banks <b>e.g.</b> Forensic Audit/analysis, Analysis of Financial Statements, analysis of tally/SAP data, analysis of digital data etc.	10	<b>Number of Assignments</b>	<b>Marks</b>
			5 to 10	3
			10 to 15	7
			15 and above	10
2	<b>Experience of Proposed Team Leader</b> Total experience of CA as team leader/member in similar completed assignments for Govt./ PSU Banks <b>e.g.</b> Forensic Audit/analysis, Analysis of Financial Statements, analysis of tally/SAP data, analysis of digital data etc.	20	<b>Number of Assignments</b>	<b>Marks</b>
			5 to 10	7
			10 to 15	14
			15 and above	20
3	<b>Experience of Proposed Team Member(s)</b> Total experience of CA in similar assignments for Govt./ PSU Banks <b>e.g.</b> Forensic Audit/analysis, Analysis of Financial Statements, analysis of tally/SAP data, analysis of digital data etc.  (In case of >1 team member, total number of assignments completed by the team will be considered for calculation of marks)	30	<b>Number of Assignments</b>	<b>Marks</b>
			5 to 10	10
			10 to 15	20
			15 and above	30
4	Presentation by applicant covering:  a) Methodology to be adopted by the firms for undertaking the assignment.  b) Timeliness and milestones for completion of assignment.	40	Marks will be awarded by Evaluation committee, at its sole discretion based on the contents, quality and suitability of presentation.	
		(30)		
		(10)		
<b>Total</b>		100		

**Note:** Bidder may have to deploy proposed team leader and team, fully/partially as per requirement of investigation team, at the office of SFIO for close coordination with the investigation team and facilitate day to day interaction. Decision in this regard will be taken by the investigation team at its sole discretion. Once communicated, it will be binding of the selected CA firm.

16. **Calculation of Technical Score (TS):** The bidder who scores maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the assignment shall be computed as follows:

$$\text{Technical score (TS) of bidder A} = 100 \times \frac{\text{Marks secured by bidder A}}{\text{Highest Marks secured}}$$

**Illustration:** Suppose Bidder A, B and C scores 90, 80 and 70 marks. Their technical scores (TS) will be calculated as under:

**Table-3**

Bidder A	$100 \times 90/90 = 100$
Bidder B	$100 \times 80/90 = 88.88$
Bidder C	$100 \times 70/90 = 77.78$

As illustrated in Table-3, technical scores (TS) of Bidder A, B and C will be 100, 88.88 and 77.78 respectively.

17. **Calculation of Financial Score (FS):** Bidder submitting the lowest financial bid (Lowest Quote in INR) will be given a financial score of 100. The financial scores of other bidders for the assignment shall be computed as follows:

$$\text{Financial Score (FS) of bidder A} = 100 \times \frac{\text{Lowest Quote in INR}}{\text{Offer quoted by bidder A in INR}}$$

**Illustration:** Suppose Bidder A, B and C quotes Rs. 8500, 8000 and 7000 for the assignment. Their financial scores (FS) will be calculated as under:

**Table-4**

Bidder A	$100 \times 7000/8500 = 82.35$
Bidder B	$100 \times 7000/8000 = 87.50$
Bidder C	$100 \times 7000/7000 = 100$

As illustrated in Table-4, financial scores (FS) of Bidder A, B and C will be 82.35, 87.50 and 100 respectively.

## 18. **Composite Bid Evaluation and Contract Award**

- (i) **Weightage for technical and financial Scores:** Bids will be evaluated as per Quality and Cost Based Selection (QCBS) System. The weightage for technical and financial scores will be 70% and 30% respectively.

- (ii) **Calculation of Combined Score (CS):** A combined score will be calculated as under:

$$CS = 70\% * TS + 30\% * FS$$

**Illustration:** Suppose Bidder A, B and C quotes Rs. 8500, 8000 and 7000 for the assignment. Their financial scores (FS) will be calculated as under:

**Table-5**

	<b>TS</b>	<b>Weighted TS (A*70%)</b>	<b>FS</b>	<b>Weighted TS (C*30%)</b>	<b>CS</b>	
	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(B+D)</b>	
Bidder A	100	70.00	82.35	24.71	<b>94.71</b>	<b>H1</b>
Bidder B	88.88	62.22	87.35	26.21	88.42	H2
Bidder C	77.78	54.45	100	30.00	84.45	H3

As illustrated in Table-5, Combined Score (CS) of Bidder A, B and C will be 94.71, 88.42 and 84.45 respectively.

19. The bidder obtaining the highest Combined Score in evaluation of technical and financial as per para above will be ranked as H-1 bidder. Bidders securing lesser Combined Scores will be ranked as H-2 bidder, H- 3 bidder etc. in the order of their Combined Score. Bidder securing highest Combined Score and ranked H- 1 shall be recommended for award of contract.

**20. Only CA Firms empaneled, with Serious Fraud Investigation Office are eligible to bid.**

**Miscellaneous: -**

- (i) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- (ii) Government of India reserves the right to make inquiries with any of the Applicants about their previous experience record.
- (iii) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- (iv) An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.



**Form 4F**  
**Form of Bank Guarantee for Performance Security**

(To be stamped in accordance with Stamp Act if any, of the country for Issuing Bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of Serious Fraud Investigation Office, Ministry of Corporate Affairs, Government of India (hereinafter referred as “the Client“ which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of the firm] a Chartered Accountant Firm, established under laws of the country and having its registered office at [address] (hereinafter referred to as the “CA Firm“ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of the Client’s Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the CA Firm, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the “Work Order“) and the CA Firm having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the CA Firm to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the CA Firm. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the CA Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the CA Firm nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the CA Firm any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with

reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the CA Firm and notwithstanding any security or other guarantee that the Client may have in relation to the CA Firm's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the CA Firm /the Bank or any absorption, merger or amalgamation of the CA Firm/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of CA Firm] on whose behalf this guarantee has been given.

Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

[Designation]  
[With Bank Stamp]

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee. The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

**Form 4G**  
**Non-disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is made effective from this [day] of [month year] ("Effective Date") between **Serious Fraud Investigation Office**, Ministry of Corporate Affairs, Government of India, having its Head Office at 2nd Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi - 110003, represented by the Director (hereinafter referred to as "SFIO" or "Disclosing party", which expression, unless repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns).

And

**"Name of Applicant"**, CA firm, having ICAI number \_\_\_\_\_ and having its Registered office at \_\_\_\_\_ (hereinafter referred to as "Applicant" or "Recipient").

(SFIO and the Applicant shall be individually referred to hereinafter as a "Party" and collectively as the "Parties")

**WHEREAS**, SFIO has engaged \_\_\_\_\_ for rendering ..... services to units of SFIO during the period commencing from <ddmmy> to signing of final agreements.

**WHEREAS**, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. The discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the recipient's end.

2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party's Confidential Information.

3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of "Confidential" or other similar designation manifesting intent that the information is confidential ("Confidential Information").

4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:

- a. is independently developed by the Recipient; or
- a. is rightfully received free of restriction from another source having the right to so furnish such information; or

- b. has become generally available to the public; or
- c. at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
- d. the Non-Disclosing Party agrees in writing to be free of such restrictions; or
- e. is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.

5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party's prior written consent, other than to \_\_\_\_\_ subcontractors and to each other's employees on a need-to-know basis.

6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.

7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.

8. The validity of this Agreement shall be from the date of its execution by both Parties i.e. [dd.mm.yyyy]. Both the parties shall jointly review this Agreement after signing of applicable final agreements and shall extend as mutually agreed upon by both the parties.

9. The authorized representatives from \_\_\_\_\_ side shall be –  
a. Shri \_\_\_\_\_

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.

11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

12. The Parties agree that the laws of India, other than its conflict of law's provisions, shall apply in any dispute arising out of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date set forth above.

<b>SIGNED for and on behalf of:</b> <b>Serious Fraud Investigation Office</b>	<b>SIGNED for and on behalf of:</b> _____ <b>(Applicant's name)</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b> <b>(authorized signatory)</b>	<b>Title:</b> <b>(authorized signatory)</b>
<b>Witness:</b>	<b>Witness:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>